



HUCKINS YACHT CORPORATION

3482 Lakeshore Blvd. | Jacksonville, Florida 32210

Tel: (904) 389-1125 | Fax: (904) 388-2281



SERVICE AGREEMENT

Date _____

This agreement is made between HUCKINS YACHT CORPORATION ("HUCKINS") and the undersigned boat owner(s), his captain and/or agent (collectively, "OWNER").

OWNER(S) _____

STREET _____

CITY _____ STATE _____ ZIP _____

PHONE (Hm) _____ (Off) _____ (Cell) _____

E-MAIL _____

DATE OF BIRTH _____ DRIVERS LICENSE NO. _____

BOAT NAME _____ MAKE _____ YEAR _____

REGISTRATION/DOCUMENTATION NO. _____ LENGTH* _____ BEAM _____ DRAFT _____

HULL IDENTIFICATON NO. _____

ELECTRICAL REQUIREMENTS: 30 AMP _____ 50 AMP _____ OTHER _____

BOAT INSURANCE REQUIRED (Company & Policy No.) _____

*Include swim platform/bow pulpit

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. OWNER authorizes Huckins, and Huckins agrees, to perform the services described in one or more service orders authorized from time to time by OWNER. All such service orders shall be incorporated in, deemed to be a part of, and governed by, this service agreement.

2. **Prior to commencement of work. OWNER shall pay a down payment equal to twenty percent (20%) of the estimated charges. Huckins may, at its option, bill work in progress weekly. All invoices are due when rendered and are not subject to any discount. For any invoice not paid within thirty (30) days after the invoice date, interest at a rate of one and one-half percent (1 1/2%) per month will be assessed from and after the invoice date, and is due and payable immediately. A final invoice will be rendered upon completion of the service order and shall be paid before the boat leaves the boat yard and marina.**

3. Huckins may assess an environmental compliance charge of two percent (2%) of the total charges on each service order. If a boat remains in the marina or boat yard after completion of a service order, Huckins may charge a license fee for dockage at a rate of [\$.35] per foot/per day plus utilities and sales tax for up to fifteen (15) days and at HUCKINS' transient rate in effect from time to time (currently \$2.00 per foot/per day) plus utilities and sales tax thereafter. Utilities include electricity, water and trash/garbage pickup and will be charged at the rate of \$2.50/day for 30 amp service or \$4.00/day for 50 amp service.

4. This service agreement shall remain in effect until terminated by either party upon written notice to the other party effective upon the later of receipt of such notice or completion and payment for any outstanding service orders. The obligations of OWNER under this service agreement shall survive any such termination. The parties acknowledge that this is an admiralty and maritime service agreement under General Maritime Laws, Statutes and Code of the United States of America and Florida Statutes and other laws of the State of Florida and may be enforced and interpreted in accordance with such laws. The parties further acknowledge that this agreement creates a possessory lien and security interest under Florida Statutes.

5. Use of HUCKINS services and facilities is at the sole risk of OWNER. HUCKINS provides part-time security but shall not be liable for the care or protection of the boat (including gear, equipment and contents) or for any loss or damage of whatever kind or nature to the boat or contents, gear and equipment. OWNER assumes all responsibility for, and indemnifies and holds HUCKINS harmless against, any loss, cost, suit, or claim arising out of use of the HUCKINS facility, including dock space, shop facility, boat yard and paint facility, by OWNER'S boat or OWNER. OWNER has simultaneously with the execution of this service agreement executed and delivered to Huckins a Release, Waiver of Liability and Hold Harmless Agreement which shall be deemed a part of this service agreement.

6. Outside contractors are not permitted to work on boats at HUCKINS' docks or yard without prior authorization from HUCKINS' Service Department. In the event HUCKINS does permit an outside contractor to work on OWNER'S boat at the docks or yard of HUCKINS, OWNER acknowledges and agrees as follows: (a) that the outside contractor is not an employee, agent or independent contractor of, or otherwise associated with, HUCKINS; (b) that HUCKINS is not responsible in any way for the work of the outside contractor; (c) that it is the sole responsibility of OWNER to provide for the safety and protection of the outside contractor; (d) that all such outside contractors are the sole responsibility of OWNER and OWNER will control and supervise such outside contractors; and (e) that OWNER will indemnify and hold HUCKINS and its OWNERS, employees, agents, affiliates and related corporations and other entities harmless from any loss, cost, suit or claim arising out of outside contractor's work on OWNER'S boat and from the outside contractor's use of HUCKINS' dock space, yard or other facilities for such work whether or not such loss, cost, suit or claim is based upon negligence of HUCKINS or otherwise, and whether or not caused by OWNER or OWNER'S family, agents, employees or independent contractors, for injuries to HUCKINS personnel or any other person, or for damages to OWNER'S property, property of HUCKINS or property of any other person.

7. In the event of a severe storm or hurricane, HUCKINS will determine when evacuation of the dock space or boat yard is necessary. It is the responsibility of the OWNER, prior to evacuation, to make arrangements for removal and safe anchorage of his boat. HUCKINS reserves the right, and OWNER expressly authorizes HUCKINS, at HUCKINS' sole discretion, to evacuate, secure or haul OWNER'S boat, at OWNER'S expense and risk. OWNER is responsible for any damage to HUCKINS' docks and facilities and other boats at HUCKINS' docks and facilities caused by OWNER'S boat in the event OWNER'S boat isn't evacuated, whether or not HUCKINS has requested such evacuation. HUCKINS shall be under no duty or obligation to take any of the actions authorized by this paragraph.

8. OWNER is required to have his boat insured with Marine Hull Insurance and Marine Protection and Indemnity Insurance, including liability for property damage and personal injury to third parties, in amounts acceptable to HUCKINS, and upon request to provide HUCKINS proof of such insurance. OWNER acknowledges and represents that, in consideration of the execution of this agreement and as a material term hereof, the OWNER shall not under any circumstances whatsoever subrogate or assign any claim or claims of any sort against HUCKINS, its agents or employees, to any third parties, including insurers or underwriters. OWNER acknowledges that any such subrogation or assignment shall be null and void.

9. OWNER acknowledges that HUCKINS has, and shall have, a lien upon, and OWNER hereby grants to HUCKINS a security interest in, the above described boat, her appurtenances and contents and all proceeds thereof as security for any unpaid sums due to HUCKINS for services performed by HUCKINS or for the use of its facilities and other services, or for any damage or liability to HUCKINS or other HUCKINS' patrons or their guests or property caused in whole or in part by OWNER, OWNER'S BOAT or OWNER'S guests or for any indemnity or other obligations owed by OWNER to HUCKINS, including the indemnity referred to in paragraphs 5 and 6 above. The OWNER agrees that HUCKINS may place upon the vessel, its contents, appurtenances and equipment, additional liens of whatever nature or security interests, for non-payment of dockage, supplies, necessities or other services or goods furnished by HUCKINS to the Owner or the boat. The OWNER agrees that HUCKINS may file or record financing statements or other instruments or documents to perfect such liens and security interests.

10. In the event HUCKINS employs counsel to collect any service charges or other amounts due under this agreement, to otherwise enforce the terms of this agreement or to foreclose a maritime lien, possessory lien or other statutory lien or a security interest, OWNER agrees to pay to HUCKINS all costs of collection or enforcement, including attorney's fees and expenses and the cost of any legal action or other proceeding, whether or not suit is brought.

11. PURSUANT TO FLORIDA STATUTE 328.17 AND FOLLOWING PARTS, HUCKINS IS AUTHORIZED TO SELL OWNER'S BOAT, HER APPURTENANCES AND CONTENTS AT A NON-JUDICIAL SALE IN THE EVENT OF NON-PAYMENT OF ANY AMOUNTS OWED HEREUNDER. NOTICE BY CERTIFIED MAIL OF A NON-JUDICIAL SALE, SHALL BE MAILED TO OWNER AT THE ABOVE ADDRESS AT LEAST SIXTY (60) DAYS PRIOR TO SALE.

IN ADDITION TO THE ABOVE RIGHTS AND REMEDIES AND RIGHTS AND REMEDIES UNDER GENERAL MARITIME LAWS, STATUTES AND CODE OF THE UNITED STATES, HUCKINS SHALL HAVE ALL RIGHTS AND REMEDIES OF A SECURED PARTY UNDER THE FLORIDA UNIFORM COMMERCIAL CODE, AND SPECIFICALLY SHALL HAVE THE RIGHT TO TAKE POSSESSION AND CONTROL OF OWNER'S BOAT AND REPOSSESS OWNER'S BOAT, IF IT HAS BEEN REMOVED FROM HUCKINS' FACILITY, IN WHICH CASE HUCKINS' POSSESSORY LIEN UNDER FLORIDA LAW SHALL REATTACH.

12. In the event any portion of this Agreement shall be deemed to be in violation of any law of the United States or State of Florida, said portion, and said portion only, shall be deemed null and void, and the balance of this Agreement shall be interpreted in accordance with the laws of the State of Florida and the United States.

13. All remedies provided for in this agreement are cumulative and not exclusive. Exclusive venue for any action arising out of this agreement or any alleged breach thereof or any action in any way tangential to the relationship arising under this agreement shall be in a court of competent jurisdiction in Duval County, Florida. The parties (a) consent to personal jurisdiction and venue in such court, (b) agree that such court shall have exclusive jurisdiction over any matters arising out of or related to this agreement, (c) acknowledge and agree that they will accept service of process by registered or certified mail or the equivalent directed to their last known address as determined by the other party or by whatever other means are permitted by such court and (d) waive any and all claims to the effect that the court constitutes an inconvenient forum.

14. Any modification or waiver of any conditions, covenants and other provisions of this agreement must be in writing and signed by both parties and no waiver shall be deemed to be a continuing waiver unless expressly provided to the contrary.

15. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES. HUCKINS warrants to OWNER that its services will be performed in a competent manner and will be free from defects in workmanship and materials for a period of sixty (60) days after completion of the services. If any defects in workmanship and materials are discovered, OWNER shall promptly notify HUCKINS in writing thereof. Upon the return of the defective work to the HUCKINS facility in Jacksonville, Florida, HUCKINS shall re-perform the defective portion of the service and will correct any damage to the vessel and/or equipment upon which this service was performed at the option of HUCKINS by either repairing or replacing any damaged part resulting from faulty service.

The preceding paragraph sets forth the exclusive remedy for claims based on failure of or defective services, whether claim is based on contract, warranty, tort (including negligence), or any other cause of action, and however instituted, and upon expiration of the warranty period all such liability shall terminate. The foregoing warranty is exclusive and in lieu of all other warranties in respect of services performed by HUCKINS, whether written, oral, implied or statutory. IT IS SPECIFICALLY UNDERSTOOD AND AGREED TO BY OWNER THAT NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE OR WILL BE DEEMED TO HAVE BEEN MADE BY HUCKINS IN RESPECT OF SERVICES PERFORMED BY HUCKINS. THE IMPLIED WARRANTIES OF MERCHANTABILITY, WORKMANSHIP AND FITNESS ARE SPECIFICALLY EXCLUDED. HUCKINS DOES NOT WARRANT ANY PRODUCT OR SERVICES OF OTHERS WHICH OWNER HAS DESIGNATED. Unless expressly stated in the description of the service, HUCKINS does not warrant the fitness, suitability or seaworthiness of the vessel and/or equipment on which the services are performed or any modification thereof, for any specific application, performance, result or use. HUCKINS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, OF ANY KIND OR NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, LOSS OF TIME OR DELAYS CAUSED BY DEFECTIVE WORKMANSHIP OR DEFECTIVE MATERIALS. In

this connection, it is specifically agreed by the parties hereto that the liability of HUCKINS under this warranty is specifically limited to the replacement or repair of such defective workmanship or defective materials at the HUCKINS facility in Jacksonville, Florida.

Further, it is specifically agreed between the parties that this warranty shall only be effective and applied to OWNER and no one else.

HUCKINS shall not be liable for any defects in the engine, engine accessories, other machinery, equipment, gear or fittings, or any other items manufactured by others, and OWNER shall look solely to the manufacturer and supplier thereof for redress.

It is also recognized, acknowledged and agreed that OWNER has the sole and total responsibility for the sufficiency and accuracy of the design of the vessel and the plans and specifications for the repairs to be made to the vessel.

16. In the event of a breach of this service agreement or violation of Huckins' Rules and Policies by OWNER, HUCKINS may at its option terminate this service agreement immediately, and upon termination HUCKINS may remove the boat from its facilities at OWNER'S expense and risk and take such other actions as it deems appropriate to protect its interest, including enforcement of its liens and security interests and sale of the boat pursuant thereto. The obligations of OWNER under this service agreement shall survive any such termination.

17. If the person signing this agreement is not the OWNER, such person who is signing for or on behalf of the OWNER warrants and represents his authority to obligate the OWNER and the vessel to the terms of this agreement and, by signing hereon, also agrees to be personally bound by the terms and obligations set forth in this agreement.

18. The undersigned hereby acknowledges and agrees to the terms and conditions set forth above and agrees to comply with the Rules and Policies attached hereto which are incorporated in and are a part of this service agreement. HUCKINS reserves the right to alter, amend or modify these Rules and Policies at any time.

SIGNED this [] day of [], 20 [].

HUCKINS YACHT CORPORATION

X

Owner

By: X

Its Authorized Representative

Owner

My Captain DOES _____, DOES NOT _____ have my authority to request work done on my yacht.

Owner

Owner

RELEASE, WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

THIS Agreement made this ___ day of _____, 20___, between HUCKINS YACHT CORPORATION, ("HUCKINS") and X_____ ("OWNER").

WHEREAS, HUCKINS owns and operates a boat manufacturing, repair and storage facility (including docks and related facilities) at 3482 Lakeshore Boulevard, Jacksonville, Florida (the "Boat Yard").

WHEREAS, OWNER has his yacht, _____, documentation/registration number _____ (the "Boat") located at the Boat Yard for storage and/or service and desires access to the Boat and Boat Yard for himself, his family, agents, guests, servants, employees, independent contractors and invitees ("Owner Related Parties") for purposes of use, repair, maintenance or inspection of the Boat.

WHEREAS, HUCKINS and OWNER both acknowledge that the Boat Yard is an inherently dangerous place because of, among other things, tools, equipment, electrical lines, air lines, boat lines, paint, grease, gasoline and related hazards, and by virtue of OWNER having access to the Boat and the Boat Yard, that (1) dangers to the safety of OWNER and Owner Related Parties is unavoidable, and (2) hazards to HUCKINS and its employees and agents and to other yacht owners and their invitees is increased.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. HUCKINS will allow OWNER and Owner Related Parties access to the Boat and the Boat Yard for purposes of use, inspection, repair, maintenance and any other lawful purpose whatsoever.
2. OWNER, on behalf of himself and Owner Related Parties, acknowledges and warrants that he is aware of the risks inherent in access to the Boat Yard to himself and Owner Related Parties, to fellow yacht owners and their agents, invitees, and employees and to invitees, agents and employees of HUCKINS and to their respective property, including the Boat Yard premises and equipment.
3. OWNER warrants and guarantees that he and Owner Related Parties will exercise due diligence and care in all activities engaged in while on the Boat Yard premises.
4. OWNER warrants that he has and shall maintain so long as the Boat is located at the Boat Yard full hazard and liability insurance on himself, his family, employees, agents and the Boat, including Marine Hull Insurance and Marine Protection and Indemnity insurance with liability coverage for property damage and personal injury to third parties in amounts acceptable to HUCKINS.

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5. OWNER, on behalf of himself and Owner Related Parties, hereby releases HUCKINS, waives any claims any of them may have against HUCKINS (including any rights of subrogation) and will hold HUCKINS harmless and will indemnify HUCKINS for any and all claims or liability for accidents, injuries and property damage to himself and Owner Related Parties, to fellow yacht owners and their agents, invitees and employees, to invitees, agents and employees of HUCKINS and to any other persons on the Boat Yard premises and to their respective property, including the Boat Yard premises and equipment and yachts owned by others, arising out of (i) OWNER's and Owner Related Parties' access to and use of the Boat Yard, work on the Boat, attendance at or participation in any sea trial of the boat, or docking, service and/or storage of the Boat at the Boat Yard, whether or not caused by HUCKINS, OWNER or any Owner Related Party, severe storm, hurricane or otherwise and (ii) HUCKINS operation of the Boat in the Boat Yard or on sea trial. For purposes of this paragraph, the term "HUCKINS" includes HUCKINS' owners, employees, agents, contractors, subcontractors, guests and invitees.

WHEREFORE, the parties have entered into this Agreement this ___ day of _____, 20___.

HUCKINS YACHT CORPORATION

By: X _____

X _____

OWNER, individually, and on behalf of his Family,
Agents, Employees, Servants, Guests, Independent Contractors and Invitee

HUCKINS YACHT CORPORATION RULES AND POLICIES

1. When a boat enters the marina, the Owner and guests must comply with all rules and policies set forth herein which may be amended by Huckins from time to time at its sole discretion.
2. Huckins' rates for dockage and related services are changed from time to time and are available from the marina office. All fees charged will be in strict accordance with the current marina rates.
3. Electricity charges are available from the marina office. Monthly and longer stay patrons' usage (in slips equipped with meters) is metered while transient (and those in slips not equipped with meters) electrical usage is subject to flat fees as published.
4. Overdue patron accounts will be referred to legal counsel for non-judicial sale of the vessel in accordance with Florida law to recover monies owed.
5. The entire marina basin and immediately adjoining waters is a "no wake" zone. Vessels operating within the marina basin must adhere to all applicable statutory navigation and other operating rules and are strongly encouraged to observe yachting traditions and courtesies to fellow boaters.
6. Huckins reserves the right to utilize all slips when vacant. Owners are requested to notify the marina office when departing the marina for periods exceeding several days and to keep the marina office informed of their planned return date.
7. Only boats in good condition and under their own power shall be admitted to berthing areas. In the event of an emergency during Owner's absence, e.g., breakdown of bilge pumps, leaks or dock line issues, Huckins is authorized to make necessary repairs or move the boat within the marina, including removal from the water. Reasonable charges will be assessed to the Owner in the event that Huckins' intervention is necessary.
8. Vessels must be positioned within their slips so that no portion of the vessel extends beyond the vertical plane of the edge of the pier. Specifically, bow pulpits and anchors must not protrude onto pier walkways and create a safety hazard for passing patrons.
9. Subleasing of slips, transfer of boats between slips, or from one slip to another slip shall not be allowed, except upon approval of the marina office. Owner acknowledges that slip assignment is not absolute and may be reassigned either temporarily or permanently by the marina office.
10. Dinghies must be stored on the vessel or berthed within the slip assigned to the boat and in such a manner as not to interfere with adjoining slips.
11. The use of charcoal burners, gas welders, gas torches, or any open flame-producing equipment, except equipment customarily operated within the vessel (e.g. cooking stoves, lamps, and lanterns) is prohibited. Fuels shall be stored only in tanks integral to the vessel.
12. Owners shall not store supplies, materials, accessories or debris on walkway, docks or finger piers and shall not construct or place any dock boxes, lockers, chests, cabinets, or similar structures without the express written approval from the marina office. All personal property must be removed from docks when dockage is terminated.
13. Painting, scraping or repairing of gear from the boat shall not be permitted on the walkways, docks, or finger piers.
14. Garbage and trash shall be deposited in cans or other receptacles supplied for that purpose.
15. Sanitation devices must be properly functioning and used at all times while the vessel is at its berth. No discharge of sanitation effluent or dumping of trash overboard shall be allowed in the marina basin. Vessel sanitation systems must be compliant with U. S. Coast Guard and other applicable standards and must be set to route waste to a holding tank or not be used while in the marina basin.
16. All vessels should have a fuel/oil absorbent pad or similar materials in their bilges. Spill response material is located near the marina office. Contact the marina office to coordinate proper removal.
17. Used batteries, waste oil, used oil filters, and oil containers must be disposed of properly. Contact the marina office to coordinate proper disposal.
18. Anti-freeze, contaminated fuels, paints, kerosene, mineral spirits, and expended solvents may not be left at the marina trash receptacles. Please contact the marina office to coordinate proper disposal of such materials.

19. Vessel Owners may undertake topside and inside boat maintenance. Outside contractors must register at the marina office, have proper liability and Worker's Compensation insurance, and sign an Environmental Awareness Contract. All repair and maintenance activities must adhere to the state's Clean Marina Best Management Practices.

20. Employees of Huckins may not be hired to perform work on any vessels at the marina nor may they be hired to perform any other sort of personal task for or on behalf of any patron or guest at the marina, other than through the Huckins Service Department.

21. Swimming and SCUBA diving shall not be permitted in the marina, except for insured, professional hull cleaning service providers that have properly registered with the marina office.

22. Unauthorized, wasteful or excessive use of marina supplied fresh water is prohibited.

23. Children will be the sole responsibility of their parents or legal guardians, including full supervision of them while within the Marina and including full compliance by them of these Rules and Policies.

SIGNED: _____ (Owner) Date: _____

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